

RESCAP

MORRISON | FOERSTER

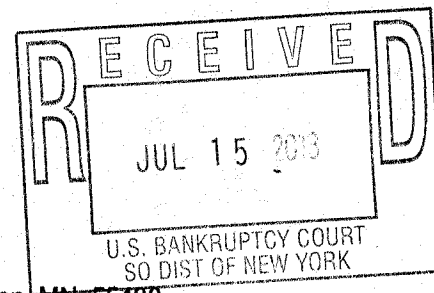
Claim Information

Claim Number	3466
Basis of Claim Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.	<i>See forms attached marked:</i> <i>Notice and Intent To Sue for</i> <i>Claim Information explanation that states the legal and factual reasons:</i>

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number: <i># 7441787181</i>		
Address of property related to the above loan number: <i>2402 Ave A Terr N.W.</i>		
City: <i>Winter Haven</i>	State: <i>FL</i>	ZIP Code: <i>33880</i>

Additional resources may be found at - <http://www.kccllc.net/rescap>



Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438

Claim Number: 3466
Lilia R. Medrano

Date: 10-24-2012

*Notice To Agent Is Notice To Principal
Notice To Principal Is Notice To Agent*

FROM:
Lilia Medrano
2402 Ave A Terrace N.W.
Winter Haven, FLA, 33880

TO:
GMAC MORTGAGE, LLC
3451 HAMMOND AVENUE
WATERLOO, IA, 50702

TO:
U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE
FOR RASC 2006KS8
425 WALNUT STREET,
CINCINNATI, OH, 45202

***Re: Property Address: : 2402 AVE A TERRACE N.W.
WINTER HAVEN, FLA, 33880***

Loan Number: 7441787181

***LEGAL NOTICE: Second Request for Validation Of Debt/Proof of
Claim/QWR***

ATTN: Loss Mitigation Specialist

To Whom It May Concern:

This 2nd request is in reference to your correspondence package dated February 26, 2011, and received on March 7, 2011. You failed to respond to my Qualified Written Request point by point as provided by law. A copy of the security instrument is not a sufficient proof of claim as per U.C.C. Article 3

To Whom It May Concern:

This 2nd request is in reference to your correspondence package dated March 24, 2011 Qualified Written Request ("QWR"), and received on March 27, 2011. You failed to respond to my Qualified Written Request point by point as provided by law. A copy of the security instrument is not a sufficient proof of claim as per U.C.C. Article 3 Section 3-501 (b) 2 (1). Under this code, I am entitled do have the **ORIGINAL WET INK SIGNATURE PROMISSORY NOTE** presented to me, as you are required to upkeep the document which was entrusted to you.

You are advised that the negotiated instrument shall be accepted for value upon proof of claim which may be substantiated by presenting the following debt details within 10 days of receipt of this notice to the address listed above:

1) Proof of the existence of the account, or contract in the actual flesh and blood name of Lilia S. Mesa and/or Damian Mesa duly signed and witnessed by both parties, **not a unilateral agreement**, and upon which signed page there is reference to the entire agreement.

2) Proof of Claim that GMAC Mortgage, LLC is the current Real Party In Interest, and Note Holder in Due Course, of the Original Above Mentioned Debt Instrument, and it has not been sold to another party. I wish to have the aforementioned instrument presented to me for visual inspection. Not a copy, not an affidavit, but the actual **ORIGINAL WET INK SIGNATURE PROMISSORY NOTE**. Additionally, I am requesting an affidavit, or documentation of the chain of title for the ownership of the instrument.

3) Copy of the actual account whereby bank assay has occurred showing actual loss incurred of the alleged debt owed to GMAC Mortgage, LLC as per Generally Accepted Accounting Principles (GAAP) to verify that you are in fact a Creditor of the instrument pursuant to the GAAP.


Please be advised that I intend to file suit against GMAC Mortgage, LLC, and shall request presentment of my **ORIGINAL WET INK SIGNATURE PROMISSORY NOTE** with the CIRCUIT COURT OF THE 10TH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR POLK COUNTY, FLORIDA GENERAL JURISDICTION CIVIL DIVISION, at that time.

Please Note:

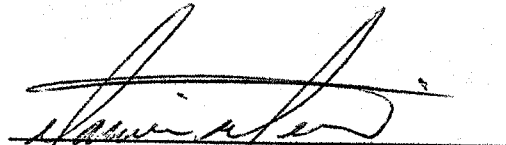
Incorrectly addressed mail shall be returned unopened, and unread. Any or all correspondence from this point must be by mail only. Lilia S. Mesa and/or Damian Mesa does not authorize the recording of his/her voice at any time for any purpose, nor does he/she consent to be contacted by telephone and shall enforce his/her copyright in all instances such as copyright infringement, or trademark violation. No authorization for the use of LILIA S. MESA and/or DAMIAN MESA is implied, granted or admitted.

LILIA S. MESA and/or DAMIAN MESA agrees to hold harmless Lilia S. Mesa and/or Damian Mesa natural flesh and blood human being for all claims, and liabilities under private contract between the parties.

Sincerely,



LILIA S. MESA
c/o Lilia S. Mesa
Real Party In Interest



DAMIAN MESA
c/o Damian Mesa
Real Party In Interest

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 29th day of October, 2012 by Lilia Mesa and Damian Mesa who have produced sufficient identification in the form of a state drivers license



JOSHUA M. TAYLOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE157240
Expires 1/4/2016



February 26, 2011

VIA U.S. CERTIFIED RETURN RECEIPT MAIL

**FLORIDA STATE ATTORNEY
PAM BONDI
Office Of The Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050**

***Re: Mortgage Fraud – 2402 AVE A TERR NW
Winter Haven, FLA 33880***

Loan No. 7441787181

COMPLAINT: MORTGAGE FRAUD

Dear Attorney General:

The purpose of this letter is to request your assistance in helping to stop, and remove my property from any pending foreclosure sale until the alleged lender(s) have complied with my ***VALIDATION OF DEBT/PROOF OF CLAIM/QUALIFIED WRITTEN REQUEST.***

Based on information and evidence already attained, I am thoroughly convinced that the entire purported loan/mortgage process, Deed Of Trust, and Promissory Note to the subject real property above-mentioned were obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, and have been committed against me in the alleged mortgage loan and security agreement that I was induced into signing by the original alleged lender, ***SENDERRA FUNDING LLC***, previously located ***11111 CARMEL COMMONS BLVD, CHARLOTTE, NC 28226.***

Therefore, the borrower has other recourse, right, and cause of action under numerous State and Federal statutes. ***Acts of fraud taint/void everything it touches as the U.S. Supreme Court has declared: "There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments." Unites States v. Throckmorton, 98 U.S. 61.***

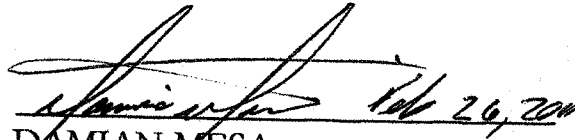
Please place this correspondence in a complaint file in the event that ***U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2006KS8***, violates the laws pursuant to ***RESPA, TILA***, and/or ***FDCPA*** in failing to comply with my Debt Validation/Qualified Written Request demand.

Thank you in advance for your attention, and assistance in this matter.

Very Truly Yours,



LILIA MEDRANO
Real Party In Interest



DAMIAN MESA
Real Party In Interest

(2402 Ave A Terr N.W.)
(Winter Haven, Fla. 33880.)
(TEL: (863) 877-6830)

Enclosure: Copy Of RESPA Qualified Written Request/Validation Of Debt/Proof Of Claim, AG Complaint - 4 Pages



PHILLIP J. HINES
MY COMMISSION # DD 866362
EXPIRES: March 27, 2013
Bonded Thru Budget Notary Services

2/26/2011

Phillip J. Hines Notary
Use Drivers Lic as ID

*Notice To Agent Is Notice To Principal
Notice To Principal Is Notice To Agent*

FROM:

Lilia Medrano

2402 Ave A Terrace N.W.

Winter Haven, FLA, 33880

TO:

GMAC MORTGAGE, LLC

3451 HAMMOND AVENUE

WATERLOO, IA, 50702

TO:

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE
FOR RASC 2006KS8

C/O HOMECOMINGS FINANCIAL, LLC

ONE MERIDIAN CROSSING, SUITE 100

MINNEAPOLIS, MN, 55423

TO:

HOMECOMINGS FINANCIAL, LLC

ONE MERIDIAN CROSSING, SUITE 100

MINNEAPOLIS, MN, 55423

TO:

SENDERRA FUNDING, LLC

11111 CARMEL COMMONS BLVD

CHARLOTTE, NC 28226

Re: Property Address: 2402 AVE A TERRACE N.W.

WINTER HAVEN, FLA, 33880

Loan Number: 7441787181

LEGAL NOTICE: *Validation of Debt/Proof of Claim Requested/QWR*

ATTN: Loss Mitigation Specialist

Dear GMAC Mortgage LLC, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2006KS8 C/O HOMECOMINGS FINANCIAL LLC, HOMECOMINGS FINANCIAL LLC and SENDERRA FUNDING LLC,

Please be advised that this letter shall serve as an official **"Qualified Written Request"** pursuant to *12 U.S.C. 2605 (e) of the Real Estate Settlement Procedures Act (RESPA)*.

I am the owner of the real property located at the above address, which is security for a loan made by SENDERRA FUNDING LLC to me. This request is to verify that you are the **RIGHTFUL owner of the debt, Real Party In Interest, and Holder In Due Course** of the Promissory Note associated with the subject loan, and that no other party may lay claim against the subject property.

Pursuant of *USC Title 18, Part 1, Chapter 101 § 2071*, I am entitled to verify that the Note, which was entrusted to you, is still in good condition. I respectfully request to visually inspect **MY ORIGINAL WET INK SIGNATURE PROMISSORY NOTE**, at a mutually convenient time and location.

To further clarify our relationship, please provide an affidavit, or a letter stipulating that you are a creditor following Generally Accepted Accounting Principles (GAAP) whereby true double entry book accounting was performed in issuing my loan showing a debit against the bank's assets as a result of my loan. Additionally, and if applicable, please provide a chain of custody for the aforementioned Promissory Note.

Please be advised that pursuant to *12 U.S.C. 2605 (e) of the Real Estate Settlement Procedures Act*, you are required to acknowledge my request within twenty (20) business days, and must provide written answers to the information requested, and attempt to resolve any outstanding issues within sixty (60) business days.

Therefore, you are **HEREBY NOTICED** that failure to acknowledge this request within twenty (20) business days, and failure to respond to this letter within sixty (60) business days with proof of claim as requested, point by point, will be taken as an administrative default, and a violation of Federal law pursuant to *12 U.S.C. 2605 (e) of the Real Estate Settlement Procedures Act*.

disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such **verification** or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

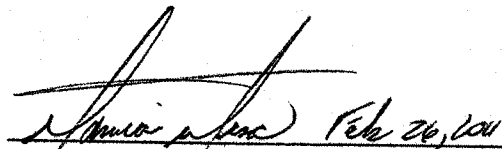
Please be advised. **A COPY of said Note, an Affidavit of Loss, or any other forms, will not constitute compliance under the law, and will not be acceptable.** Please contact me in writing to arrange for an appropriate point of inspection in Winter Haven, Fla.

Since I believe this case involves fraud, i will need to nunc pro tunc my rights to validate this debt as per Florida Debt Collection Practices Act and the Federal Far Debt Collection Practices Act.

Sincerely,

 2/24/11

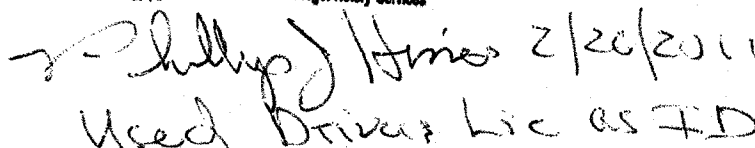
LILIA MEDRANO
c/o Lilia Medrano
Real Party In Interest

 Feb 26, 2011

DAMIAN MESA
c/o Damian Mesa
Real Party In Interest



PHILLIP J. HINES
MY COMMISSION # DD 866382
EXPIRES: March 27, 2013
Bonded Thru Budget Notary Services

 2/26/2011
Used Driver's Lic as ID

NOTICE BY AFFIDAVIT OF FELONY CRIME

Notice being for:

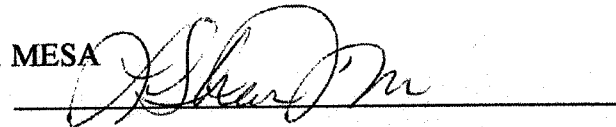
The Honorable Judge KARLA F. WRIGHT

Registered Mail:

P.O. BOX 9000 DRAWER J147 BARTOW, FLORIDA 33831

IN THE CIRCUIT COURT OF THE 10TH JUDICIAL CIRCUIT,
IN AND FOR POLK COUNTY,
FLORIDA GENERAL JURISDICTION DIVISION
255 NORTH BROADWAY AVENUE
BARTOW, FLORIDA [33830]
Herein referred to as "Court", "the Court"

LILIA S. MESA

Care Of: 

Herein Known As Defendant

Case Number 53-2009CA-5402 DIV.8 Herein referred to as "legal matter", "case", "complaint"
and "foreclosure"

U.S. BANK NATIONAL ASSOCIATION, N.A. AS TRUSTEE FOR THE HOLDERS OF
RASC 2006KS8
420 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA [94104]
Herein known as "U.S. BANK NATIONAL ASSOCIATION", "creditor(s)"

JASON R. STUBLE
LAW OFFICE OF DAVID J. STERN, P.A.
900 South Pine Island Road SUITE 400
Plantation, FL 33324-3920
Herein known as "U.S. BANK NATIONAL ASSOCIATION's Attorney"

MERS
P.O. BOX 2026
FLINT, MICHIGAN [48501]
HEREIN "RESPONDENT" "ALLEGED CREDITOR" "ALLEGED LENDER"

Subject Property
2402 AVENUE A TERRACE NORTHWEST
WINTER HAVEN, FLORIDA [33880]

Legal Description:

LOT 43 OF HAVEN HOMES UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 16, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Herein referred to as "subject property" or "property"

Loan Number #7441787181 Herein Loan Number, Account
Herein referred to as Lender(s), Respondents

Defendant, reserving all Inherent rights, Inalienable, and Imprescriptible Rights, being unschooled in law, and does not waive counsel, Declares and Duly affirms, according by LAW, in special appearance, in good faith, with no intention for delaying or obstructing, and with full intent for impartiality by the judiciary, that the following statements and facts, in the legal matter(s) of aforementioned, and any matter relating for this Cause, are from My own first-hand knowledge, and are the truth, the whole truth, and nothing but the truth.

- I) On or about May 15, 2009 U.S. BANK NATIONAL ASSOCIATION filed a complaint in the court claiming to be the creditor entitled to foreclosure on my property. U.S. BANK NATIONAL ASSOCIATION was required to provide the original promissory note, but claimed such document was "lost or stolen". This is a violation of 12 USC 1813(L)(1). However the court allowed the reestablishment of such a note under Florida statutes even though no circumstances providing how that note was lost or stolen or when the note was lost or stolen or when the U.S. BANK NATIONAL ASSOCIATION received the note or how the note was conveyed to the U.S. BANK NATIONAL ASSOCIATION and proof of payment. Court allowed the U.S. BANK NATIONAL ASSOCIATION to re-establish the note.
The allegations in the complaint allege U.S. BANK NATIONAL ASSOCIATION is the OWNER and HOLDER of the NOTE that they seem to have apparently LOST but I have NOT seen or been presented with evidence of WHEN they became the OWNER and HOLDER of the Note, I have NOT seen or been presented with evidence HOW they became the OWNER and HOLDER of the Note, I have NOT seen or been presented with evidence or the approximate date WHEN they allegedly lost the NOTE and explaining HOW they allegedly lost it. They have attached a copy of a print out from court records AND NOT THEIR CLIENTS FILES of the Mortgage which indicates a party other than the U.S. BANK NATIONAL ASSOCIATION as the ORIGINAL Lender and does not mention U.S. BANK NATIONAL ASSOCIATION anywhere on THAT document. I have NOT seen or been presented with evidence of a NOTE or a CERTIFIED COPY of such nor has a LAWFUL and EQUITABLE ASSIGNMENT been ATTACHED to the Complaint been presented to me as required by Florida statutes in support of their allegation that they are the OWNER and HOLDER of the NOTE. I have never signed any contract with the U.S. BANK NATIONAL ASSOCIATION in regards to the subject property and I have never been presented with any evidence proving that by my hand such

public record (exhibit A).

- II) On or about February 24, 2011 Defendant made a written request to U.S. BANK NATIONAL ASSOCIATION to produce proof of claim as required by law. This is the very premise of the complaint.
- III) No response to any of the above notices is evidenced by U.S. MAIL and any other private carrier. U.S. BANK NATIONAL ASSOCIATION had opportunity to bring fourth any proof of claim but failed to do so. U.S. BANK NATIONAL ASSOCIATION and legal COUNSEL the LAW OFFICES OF DAVID J. STERN, P.A. have caused an Assignment to appear on the public record which according to the date was CLEARLY drafted, executed and filed AFTER the filing of this action which I have as an exhibit to my complaint filed in the court. Florida statutes PROHIBIT such Assignment filings warranting dismissal!
- IV) After some investigation, Defendant noticed some irregularities and inconsistencies in U.S. BANK NATIONAL ASSOCIATION's documentation. Defendant has discovered that the assignment on the record is a forgery and that the forgery was done after the complaint was filed. The U.S. BANK NATIONAL ASSOCIATION therefore had no standing at the time of the complaint in violation of Florida Statutes to file the complaint. The U.S. BANK NATIONAL ASSOCIATION has violated Florida statutes regarding fraud upon the court, unclean hands doctrine, mortgage fraud, fraud on a public record, counterfeiting, violation of professional practices, and countless other felonies and misdemeanors. The assignment is signed by a "robo-signor" as defined as someone that in fact is not a legal representative of a bank or finance company at all and not a legal representative of real party in interest but are paid as little as \$35 per signature to sign documents with no regard to authenticity or legality of such a document. This makes the mortgage unenforceable. The name of the robo-signor in this document is Cheryl Samons (exhibit B).
- V) Legal council has claimed to "represent" U.S. BANK NATIONAL ASSOCIATION in this matter, but has failed to provide a contract of employment by U.S. BANK NATIONAL ASSOCIATION, pursuant to Florida Rules of Civil Procedure.
- VI) With no evidence provided by U.S. BANK NATIONAL ASSOCIATION to prove their claim, LAW OFFICES OF DAVID J. STERN, P.A. is in violation of 18 USC 1341, and 1342, by sending unsubstantiated claims via the US Postal Service.
- VII) The assignment is unenforceable under Florida Statutes and several crimes have been committed.

Honorable Judge KARLA F. WRIGHT, please provide to Me Notification of Your Intent In this matter within 15 days.

In witness, where fore, I have hereunder set My hand, this the 24 day for the October month, in the year for our Lord, two thousand and 12.

This document was prepared by LILIA S. MESA

Lilia S. Mesa
LILIA S. MESA, Real Party In Interest

Power of Attorney in Fact, With the Autograph

c/o

Somewhere, Florida Republic; near []

STATE OF Florida)

COUNTY OF polk) ss:

Subscribed and affirmed before me this 29th day for the Tenth month in the year of our Lord and Savior, Two Thousand and Twelve, AD.

Joshua M. Taylor
Notary Public

My Notary Expires 01/04/2016

*Lilia Mesa has produced
sufficient identification with
form of a state drivers
license.*



JOSHUA M. TAYLOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE157240
Expires 1/4/2016